

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET, P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT RENEWAL

1. DATE August 18, 2005
2. COMMODITY NAME **Motor Cycle, Police, Solo**
3. CONTRACT NUMBER **10000-60**
4. CONTRACT PERIOD **August 18, 2005 through September 15, 2006**
..... **Build-out Date: February 28, 2006**
5. SUPERSEDES 10000-50
6. AUTHORIZED USERS State Agencies and Other Public Bodies
7. CONTRACTORS' FEIN NUMBER 54-1391165
8. CONTRACTOR East Coast Harley, Inc
..... 17075 Main Street (U.S. 1)
..... Dumfries, VA 22026
..... Contact: Mr. Kurt Ockershausen
9. CONTRACTORS' PHONE NUMBER..... (703) 221-3757 Fax: (703) 221-6855
..... e-mail: eastcoastharley@yahoo.com
10. TERMS Net 30
11. DELIVERY 120 ARO
12. F.O.B. Richmond, Virginia
13. PRICES AND OPTIONS See Attached
14. FOR FURTHER CONTRACT INFORMATION CONTACT: Susan McMorris
Phone (804) 786-3854
E-mail Susan.McMorris@dgs.virginia.gov
15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.dgs.state.va.us/dps.
16. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.
17. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Susan McMorris

By: _____
Susan McMorris / Fleet Contract Officer

INSTRUCTIONS

1. **Purchase orders will be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as Eva. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in Eva executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed through Eva.**
2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
3. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Form "Complaint to State Vendor" (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, is available from the Division of Purchases and Supply website www.dgs.state.va.us (Click on DPS icon, click on DPS forms).
4. Renewals. One (1) one year renewal remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
5. Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
6. This contract was bid by the vendor with the understanding that the dealer is not required to maintain an inventory of vehicles for this contract. The dealer factory orders the vehicles. Thus, purchasers are encouraged to order vehicles early in the contract cycle. The buildout date is the last date that a dealer can order a vehicle. This date is some times adjusted by the manufacturer due to production changes. Please check the buildout date before ordering.
7. If you need to cancel an order, cancel it early in the process. After a vehicle has been on order for a short time, (usually about 10 days), the manufacturer will not accept a cancellation.

**Commonwealth of Virginia
Department of General Services
Division of Purchases & Supply**

Harley Davidson Police Motorcycle Specifications

The Commonwealth of Virginia, Department of State Police desires to purchase solo law enforcement motorcycles to be used for patrolling highways and similar law enforcement duties, often at high speed. The motorcycle to be provided is the **Harley Davidson, Model FLHTPI**. The motorcycle bid shall be delivered with all factory standard equipment except as noted below. The base motorcycle (blue and gray) will only be permitted to be sold to the Virginia State Police. The white motorcycle listed as motorcycle #2 on the quote sheet will be made available for purchases by any law enforcement agency of the Commonwealth and its political subdivisions.

MODEL: New, 2006 or later production model, Harley Davidson, FLHTPI.

FAIRING/WINDSHIELD: Fork mounted fairing with clear polycarbonate or Lexan windshield.

KEY: One key fits all locks, total of three keys per motorcycle.

SADDLEBAGS: Factory installed, law enforcement type fiberglass normally waterproof, with police style speed latches.

PAINT: The motorcycle shall be painted as follows:

FRAME: Black
FENDERS: Blue
FUEL TANK: Blue and Gray
FAIRING: Blue and Gray

The exact paint break between the blue and gray colors on the fairing and fuel tank shall be as specified by the purchaser. A pin stripe shall cover the paint break where the blue color meets the gray. The purchaser will furnish instructions to the successful bidder for the exact paint scheme.

Blue – Ford Motor Co. Paint

Code LK

Gray – Ford Motor Co. Paint

Code TN

Note: This is a change in colors from previous purchases.

EMERGENCY EQUIPMENT:

The following items shall be installed on each motorcycle:

1. Squad- fitters Model WH2113 radio and light box or approved equal. Each unit shall have the following features:
 - a. Dimensions 21.25"L X 17.13" W X 9.75" H.
 - b. Waterproof.
 - c. Shall be designed to mount onto a 2005 Harley Davidson FLHTP.
 - d. (4) Whelen Model 52 linear tube strobes or approved equal, flange mount, blue, P/N 52FB20BU. Two shall be mounted on rear of box, one on each side.
 - e. (1) Whelen universal strobe power supply Model UPS – 188C (8 outlet) or approved equal.
 - f. (1) 12 volt automotive style cigarette lighter accessory outlet.
 - g. Fuse block.
 - h. (1) Deltran Battery Tender, Advanced Battery Charging System, 12VDC at 1.25 A output, 10 VAC input (external receptacle) or approved equal.
 - i. (1) Radio mounting plate on standoffs, mounted inside box to accommodate a radio that is 2.3 "H X 7.3" X 10.3"D and 5.5 pounds in weight.
 - j. (2) Locking clasps per box.
2. (1) Whelen Harley Davidson FLHTP wiring harness.
3. (1) Whelen Harley Davidson FLHTP box mounting bracket.
4. (2) WH00401 ten-foot extension cables for the PAR36 lamps.
5. (2) Whelen 52BP20BU linear bar mount strobes, blue.
6. (2) Whelen PAR36ESB Pursuit lamps, blue.
7. (2) Whelen Siren Model WS-320H.
8. (1) Whelen SA350 MH 100 watt Harley Davidson Siren speaker.
9. (1) Panasonic sealed rechargeable battery, Model LCR-12V17CP, 12VDC17Ah/20 HR.

ELIMINATIONS: Name plates, medallions, or insignia shall not be installed on the fuel tank or front fender. No holes are to be left as a result of these deletions. Insignia installed in locations which could come in contact with the rider's clothing shall be flush to the surface attached. No dealer identifications such as sticker, decal, or metal emblem shall be installed on the motorcycle.

LEGAL REQUIREMENTS: The motorcycle shall in all respects meet or exceed all requirements of the

Federal government safety standards and the Code of Virginia, Title 46.2

PRE-DELIVERY SERVICE: All motorcycles shall be completely serviced, inspected, properly adjusted, and road tested prior to delivery. Each motorcycle shall bear a valid Virginia State Inspection.

TECHNICAL INFORMATION: The successful bidder shall supply the purchaser with the following information at the time the motorcycle is delivered:

1. Service Manual – 2 copies (with Police supplement) (To be provided with the first order for each ordering Department only)
2. Maintenance and Operator's Manual for all radio and electronic equipment supplied – 1 copy for each motorcycle ordered, plus (1) additional copy.
3. Maintenance and Operator's Manual – 1 copy for each motorcycle, plus (1) additional copy.
4. Police parts catalog (1) copy. (To be provided with the first order for each ordering Department only)

The purchaser shall be placed on the mailing list to receive a copy of any pertinent information published after the motorcycle is delivered.

GUARANTEE: The vendor supplying the motorcycles pursuant to these specifications shall guarantee that the motorcycle conforms to all the minimum requirements set forth herein. The vendor, at his expense, shall correct any deviations from these specifications.

DELIVERY: VSP Orders Only: The motorcycles ordered by Virginia State Police shall be delivered to the Department of State Police Headquarters, 7700 Midlothian Turnpike, Richmond, Virginia, on Monday through Friday, 8:00 AM to 4:00 PM, except on Official State holidays. The manufacturer's Statement of Origin, Odometer Statement, Invoice and other necessary documents for payment and registration shall accompany delivery of each motorcycle. Each motorcycle shall be invoiced separately.

Non VSP Orders: Vehicles shall be delivered to the various state agencies, cities, counties, towns, and political subdivisions throughout the State as required. Delivery will be accepted between the hours of 8:15 A.M. and 4:30 P.M., Monday through Friday, except holiday. The manufacturer's Statement of Origin, Odometer Statement, Invoice and other necessary documents for payment and registration shall accompany delivery of each motorcycle.

WARRANTY: The standard manufacturer's warranty shall apply. This warranty shall commence at the time the motorcycle is placed in service, not at the time of delivery, as evidenced by the purchaser's records.

ONE YEAR, UNLIMITED MILEAGE

Contract # 10000-60

Contract period 09/16/2005 - 9/15/2006

Motorcycle, Police

PRICE SHEET

HARLEY DAVIDSON POLICE MOTORCYCLE

MODEL, FLHTPI, 2006

Item 1	Base Price of motorcycle as equipped above.	\$ 18,418.00/EA
--------	---	------------------------

MFG: **HARLEY DAVIDSON** Model: **FLHTPI (Yr. 2005)**

Option:

Item 2	Deduct for Blue and Gray Color, Paint Harley-Davidson Standard White.	\$ 325.00/EA
--------	---	---------------------

Options: Unless an option is specifically identified in the bid as a dealer installed option, all options shall be factory installed. Further if the factory installed option includes more features than specified in the bid, the additional features shall be considered as required by the resulting contract.

Vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspector Sticker. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on automobiles furnished under this contract.

New vehicle preparation must be performed by dealer prior to delivery. Include in bid the cost of usual pre-delivery inspections.

Warranty: 36 Months / 36000 Miles

Colors: All Vehicles shall be available in any of the manufacturer's standard colors.

TAXES: No Federal Tax is to be included in bid, including tires. Tax Exemption Registration number will be furnished.

LICENSE: Thirty day license tags shall be furnished with the vehicle.

TITLE PAPERS: All papers for titling purposes shall be delivered with the vehicle.

DELIVERY: Vehicles shall be delivered to the various state agencies, cities, counties, towns, and political subdivisions throughout the State as required. For bidding purposes only, quote delivery to 1111 E. Broad Street, Richmond, Va. 23219. (If your mailing address is Richmond, VA delivery charges are included in the base price of vehicle). The ordering entity will pay 60 cents per mile for mileage in excess of the distance from the dealer's location to 1111 E. Broad street, Richmond, Va. 23219. A 60 cents per mile credit will apply if the distance is less than the mileage to 1111 E . Broad Street. Mileage will be determined based on Yahoo.com, (map, driving direction). Mileage shall be calculated between the dealer's address and the delivery address. Delivery will be accepted between the hours of 8:15 A.M. and 4:30 P.M., Monday through Friday, except holiday.